



Charging Point Operator Agreement – Service Contract

This CPO Agreement (the "Agreement") is entered into as of the date of the actual **approval of the CPO's charging station and when its fully working**, by and between the plugX GmbH, a company organized under the laws of Switzerland, with its principal place of business at Limmattalstrasse 352, 8049 Zürich, Switzerland ("plugX"),

and

Your full Name: _____

Your birth date or Company name: _____

Your address, incl. ZIP Code and City: _____

The country you live: _____

Together, we will drive the future of electric vehicle charging and make our world a cleaner, more sustainable place.

I. Subscription Fees and Revenue Channels

1.1 Subscription Fee: To access the plugX platform and unlock its features, the CPO agrees to pay plugX a monthly subscription fee of EUR 12.99. This investment will empower the CPO to provide top-notch services to its Charging Customers.

1.2 Revenue Channels: The CPO is given the freedom to establish three (3) revenue channels for its Charging Points, which include:

- the price per kWh,
- basic rate,
- and parking fee.

By leveraging these channels, the CPO can maximize revenue and ensure customer satisfaction. Each of the channels can be changed under consideration of the applicable and current general terms and conditions within the plugX App or via plugX' service channel.

1.3 Microtransaction Fees: To support the ongoing innovation and development of the plugX platform, we will charge the CPO microtransaction fees as follows:

- a. Price per kWh: EUR 0.8 per kWh of revenue generated by the CPO, fostering a fair and transparent pricing structure;
- b. Parking and Basic Rate: 10% of the combined revenue generated by the CPO from parking and basic rate fees, to maintain a healthy and sustainable business model.

Signature:

Date:



1.4 Taxes and CPO duties: The CPO is responsible for the proper taxation of its revenues as well as the fulfillment of all tax and duty obligations arising in connection with the operation of the charging points.

Together, we will revolutionize the electric vehicle charging industry and lead the way towards a brighter, more sustainable future.

II. Term

2.1 Duration: This Agreement shall begin on the Effective Date and continue for an initial period of 24 months ("Initial Term").

2.2 Renewal: Following the Initial Term, this Agreement will automatically renew for successive 12-month periods (each a "Renewal Term"), unless either Party provides written notice of its intention not to renew at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable.

III. Responsibilities and Support

3.1 CPO Responsibilities: The CPO agrees to operate and maintain its Charging Points in compliance with all applicable laws, regulations, and industry standards, and to provide Charging Customers with a seamless and enjoyable charging experience.

3.2 plugX Support: As a dedicated partner, plugX will provide the CPO with access to its state-of-the-art platform, ongoing updates, and exceptional customer and technical support to ensure the success and growth of the CPO's charging infrastructure.

IV. Intellectual Property

4.1 Ownership: All intellectual property rights related to the plugX platform, including but not limited to trademarks, domain names, and proprietary rights, shall remain the sole property of plugX.

4.2 License: plugX grants the CPO a non-exclusive, non-transferable, revocable license to use the plugX platform solely for the purpose of operating and managing its Charging Points during the Term of this Agreement.

V. Confidentiality

5.1 Confidential Information: Both Parties agree to protect and maintain the confidentiality of the other Party's Confidential Information, as defined in this Agreement, using the same degree of care as they use for their own confidential information, but in no event less than a reasonable degree of care.

Signature:

Date:

VI. Termination

6.1 Termination for convenience: The contract period is at least 24 months and can be terminated thereafter at any time within 30 days notice to the following month. The termination can be made by e-mail or in writing. If there is a corresponding cancellation function in the software of plugX GmbH, this is also permissible for the cancellation of the contractual relationship.

6.2 Termination for Cause: Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.

VII.. Mediation clause

In the event of differences of opinion in connection with this contract, the parties undertake to conduct mediation with a mediator to be jointly appointed by the Swiss Mediation Association before initiating legal proceedings.

VIII. Applicable law and place of jurisdiction

This contract of sale shall be governed by Swiss law to the exclusion of the Vienna Sales Convention. The place of jurisdiction for any disputes arising from this purchase contract shall be Zurich. Mandatory statutory provisions on the place of jurisdiction shall remain reserved.

In witness whereof, the Parties have executed this CPO Agreement as of the Effective Date, which will be, once the charging point is approved by plugX and fully operating. The date will be shown in the app and be approved again

Name: _____

Date: _____

Signature:

Signature plugX will be here

Signature:

Date: